

REMARKS/ARGUMENTS

The rejections presented in the Office Action dated April 4, 2007 (hereinafter Office Action) have been considered. Claims 1-43 remain pending in the application. Reconsideration of the pending claims and allowance of the application in view of the present response is respectfully requested.

Claims 1-42 are rejected on the ground of nonstatutory obviousness-type double patenting as being unpatentable over claims 1-42, 44-47, 51 and 54-58 of U.S. Patent No. 6,620,045 to Berman et al. While the Applicants do not reach or necessarily acquiesce with the issue of whether Claims 1-42 are patentably distinct from U.S. Patent No. 6,620,045, the Applicants submit herewith a terminal disclaimer to obviate any response to the issue on the merits.

Claims 1-16, 18-35 and 37-42 stand rejected under 35 U.S.C. §102(a) and alternatively under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,186,894 to Mayeroff (hereinafter "*Mayeroff*"). The Applicants respectfully traverse the rejection, whether under 35 U.S.C. §102(a) or 35 U.S.C. §102(e), as the Applicants respectfully submit that *Mayeroff* fails to teach the limitations of the rejected claims.

Claim 1 is first addressed. The method involves receiving an indication to trade player assets in return for altering the odds of the player receiving a bonus activity(s). For example, the player can expend one or more credits in order to change the likelihood of being presented with a bonus activity. "The invention includes an indication of a decision by the player to trade credits for the opportunity to change the odds of reaching bonus activity, and to surrender those credits through execution of the trade." (Application, page 7, lines 19-21). In *Mayeroff*, any assets wagered by the player are allocated to the main game. In other words, *Mayeroff* does not describe any embodiment where a higher credit allocation, or higher number of paylines played, would not impact that main game. For example, if a player in *Mayeroff* offers to pay to play nine paylines, the player gets to play all nine paylines. The wagers always directly impact the main game, and nothing is described in *Mayeroff* where any assets are wagered by the player and used, independently of the main game, to change the odds of receiving a bonus activity(s).

This is highlighted in Claim 2, the language of which was not directly addressed in the Office Action. Claim 2 indicates that the odds are changed (“increased” in the example of Claim 2) relative to odds for providing bonus activity to the player during the standard gaming activity. In *Mayeroff*, every instance in which a higher occurrence of bonus activity occurs is a direct result of playing the “main game,” and it is only the main game of *Mayeroff* to which the player allocates credits. In fact, *Mayeroff* makes clear that the number of paylines played and wagers placed is to encourage the player with respect to the main game:

It is an advantage of the present invention that the player will be encouraged to play more paylines in the main game since the player will receive multiple chances at the secondary event feature based on the number of paylines played by the player. (col. 3, lines 60-64; emphasis added)

Thus, *Mayeroff* provides no description, nor does *Mayeroff* contemplate, a player trading assets for altering the likelihood of obtaining the bonus activity(s) relative to what is occurring in its main game.

Further, *Mayeroff* does not receive an indication to trade player assets for altering the odds of receiving a bonus activity(s), but rather receives an indication of how many paylines and/or what the credit-to-payline wager is for activity associated exclusively with *Mayeroff*'s main game.

Nevertheless, in order to facilitate prosecution of the application, Claim 1 has been amended. Execution of the trade occurs, and in response the odds for providing bonus activity is altered, relative to the odds for providing bonus activity to the player during the standard gaming activity. Claim 2 also includes language relating to the alteration of the odds of providing bonus activity relative to the odds of providing bonus activity in connection with the standard gaming activity, although the alteration of Claim 2 relates to an increase in the odds. The Applicants contend that *Mayeroff* does not teach or otherwise contemplate any alteration of the odds of achieving bonus activity that is not directly correlated to the wager placed in connection with the main (*i.e.*, non-bonus) game. For at least these reasons, it is respectfully submitted that Claim 1 is not anticipated by *Mayeroff*.

Dependent Claims 2, 4, 9 and 13-15 are dependent from Claim 1, and also stand rejected as being anticipated by *Mayeroff*. Claim 2 was addressed above, and the Applicants submit that *Mayeroff* fails to teach the limitations of Claim 2. As for Claim 4, the Applicants respectfully disagree that *Mayeroff* teaches this as well. Claim 4 indicates that the odds of “reaching the bonus activity” in connection with participation in the standard gaming activity are increased. *Mayeroff* merely describes providing more bonus spins based on how many paylines were played or credits were wagered (*in the main game*), but the Office Action provides no indication of *Mayeroff* describing an increased chance of *reaching* a bonus activity. Claim 9 provides a selectable option to trade player assets for altered odds of participating in bonus activity. There is nothing in *Mayeroff* that provides the player with a selectable option to trade player assets for altered odds of participating in bonus activity – rather, *Mayeroff* merely provides the player with the ability to select the number of paylines to play in the main game and/or the number of credits per payline to play in the main game. Nonetheless, each of Claims 2, 4, 9 and 13-15 are dependent from Claim 1. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, the Applicants submit that these rejections are moot in view of the remarks made in connection with independent Claim 1. These dependent claims include all of the limitations of Claim 1 and any intervening claims, and recite additional features which further distinguish these claims from the cited references. Therefore, dependent Claims 2, 4, 9 and 13-15 are also in condition for allowance.

Independent Claim 18 is not separately addressed in the Office Action, but is included in the rejection of Claims 1-16, 18-35 and 37-42. However, the Applicants again note that Claim 18 at least includes “receiving an indication to trade player assets for an increased chance of being awarded a bonus activity relative to the chance of being awarded the bonus activity during participation in the standard gaming activity.” (emphasis added). *Mayeroff* simply does not describe, nor contemplate, any trade of player assets for an increased chance of being awarded a bonus activity relative to whatever chance the player may have by wagering credits and playing paylines in the main game. For at least this reason, the Applicants respectfully submit that independent Claim 18 is not anticipated by *Mayeroff*.

Dependent Claims 20-22 and 27 are dependent from Claim 18, and also stand rejected as being anticipated by *Mayeroff*. The Applicants respectfully traverse the rejections. First, the Applicants disagree that *Mayeroff* teaches what is set forth in dependent Claims 20 and 21. Representative examples of “direct chance” embodiments and the embodiments involving the standard gaming activity are described at, for example, page 8, beginning on line 12 of the Applicants’ Specification (emphasis added):

These increased odds may be realized in numerous manners in accordance with the present invention. For example, a trade-for-bonus activity may be realized by way of a direct presentation of a chance to win bonus activity, independent of the primary/standard gaming activity, such as a 1:4, 1:5, or other particular odds ratio which may or may not be proportional or otherwise related to the trade amount. In such a case, a participant may be notified in connection with the trade activity whether or not the participant has succeeded in reaching the “traded for” bonus activity. As another example, trade-for-bonus activity may be realized by increasing the likelihood of reaching a bonus event through participation in the primary/standard gaming activity. In such a case, a trade may result in better odds of reaching a bonus event(s) during the next N plays of the primary gaming activity. More particularly, such an embodiment may change the odds of reaching the bonus round from 200:1 to, for example, 20:1 for the next three primary gaming events (e.g., paylines in the context of slot games) where the participant traded ten credits.

As can be seen, the “direct” chance relates to payment (*i.e.*, trade value) made by a player to obtain some direct chance of being presented with the bonus activity. The other example in the above paragraph involves the standard gaming activity, in that the payment (trade value) is paid by the player in order to increase the likelihood of reaching/obtaining a bonus event – not to increase the number of paylines or the like, but as it states, to increase the likelihood of reaching a bonus event. It is respectfully submitted that *Mayeroff* clearly does not teach any manner of making a payment to specifically increase the chance of obtaining a bonus activity(s), and further fails to teach making a payment to specifically increase the chance of obtaining a bonus activity(s) in connection with a standard gaming activity. For example, if *Mayeroff* provides three bonus events if the player plays three paylines, there are particular “odds” in which that player will obtain the bonus event in *Mayeroff*. The Applicants’ invention as set forth in independent Claim 18, and dependent Claims 20, 21,

involve making a payment to adjust (*e.g.*, increase) whatever the game's otherwise set odds are for achieving a bonus activity(s) in connection with any "main game" activity. The Applicants respectfully submit that *Mayeroff* does not teach or otherwise contemplate any such feature or functionality.

In addition, each of Claims 20-22 and 27 are dependent from Claim 18. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, the Applicants submit that these rejections are moot in view of the remarks made in connection with independent Claim 18. These dependent claims include all of the limitations of Claim 18 and any intervening claims, and recite additional features which further distinguish these claims from the cited references. Therefore, dependent Claims 20-22 and 27 are also allowable over *Mayeroff*.

Independent Claim 28 is directed to a method for participating in a gaming activity having at least a standard mode of play and a bonus mode of play. *Mayeroff* fails to at least describe a manner of trading assets for an increase in the odds of engaging in a bonus event(s), and therefore does not anticipate Claim 28. Claim 28 has, however, been amended to facilitate prosecution of the application. Claim 28 includes placing wagers in connection with the participation in the standard mode of play, and initiating a trade and identifying a trade amount to obtain an increase in the odds of engaging in a bonus event(s) associated with a bonus mode. *Mayeroff* clearly does not describe any manner of submitting wagers in a standard mode and also submitting other gaming assets to, in return, obtain an increase in the odds of engaging in a bonus event(s). For at least these reasons, *Mayeroff* does not describe what is set forth in independent Claim 28. Claim 29 is dependent from Claim 28 and thus includes all the limitations of Claim 28, and accordingly is also patentable over *Mayeroff*.

Independent Claim 37 also stands rejected based on *Mayeroff*. The Applicants respectfully contest the rejection. Claim 37 includes, among other things, a user interface to allow player input of a trade notification, while in the standard mode of play, to trade player assets for an increased chance of attaining at least one bonus event associated with the bonus mode of play. There is nothing in *Mayeroff* that involves initiating a trade by inputting a trade notification to increase the chance of attaining a bonus event(s) while the user is in the

standard mode of play. In *Mayeroff*, any description of placing a wager is merely to get to the “main game” itself. Nothing in *Mayeroff* describes providing a trade notification while in the “main game” that would result in an increase in the chance of reaching or otherwise attaining a bonus event(s). Claim 37 also indicates that the processor is configured to responsively increase the odds for the player to attain the bonus event relative to the odds for the player to attain the bonus event in connection with the standard mode of play where no trade is executed. *Mayeroff* clearly teaches nothing with respect to increasing the odds of attaining a bonus event relative to what *Mayeroff*’s odds are of attaining a bonus event through the wagers and participation of the main game. Claims 38-40 are dependent from independent Claim 37, include all the limitations of Claim 37 and additional limitations, and accordingly are also not anticipated by *Mayeroff*. Reconsideration and withdrawal of the rejection is respectfully solicited.

Independent Claim 41 includes, among other things, means for receiving an indication to trade player assets for altering the odds of being presented with the bonus activity. As previously remarked, *Mayeroff* does not include any such indication to trade player assets to actually change the odds of being presented with the bonus event. Rather, *Mayeroff* merely describes that the player can place wagers and select numbers of paylines in the main game. Claim 41 also includes “means for providing altered odds of attaining the bonus activity to the player when attaining the bonus activity would otherwise be subject to lesser odds when available through participation in the gaming event.” At least this additional feature is clearly distinguishable from *Mayeroff*, which only involves the same odds that the “main game” provides. Thus, *Mayeroff* clearly does not teach all the limitations of Claim 41.

Independent Claim 42 includes, among other things, “receiving an indication to trade player assets for an increased chance of being awarded a bonus activity relative to the chance of being awarded the bonus activity during participation in the standard gaming activity.” As previously remarked, *Mayeroff* clearly does not teach at least this claimed feature, and therefore cannot anticipate Claim 42.

Claims 3 and 19 were separately rejected, also based on *Mayeroff*, and the Applicants respectfully traverse the rejection. As indicated above in the arguments relating to the

rejection of Claim 20, *Mayeroff* clearly does not teach providing a direct chance to participate in the bonus activity otherwise independent of the standard gaming activity. *Mayeroff*'s only descriptions of any wagers at all are directly tied to what occurs in the "main game." For example, if the *Mayeroff* player pays for nine paylines and as a result happens to get nine spins of the secondary reel, this is clearly not independent of the standard gaming activity – rather, it is directly dependent on the standard gaming activity. Thus, Claims 3 and 19 are not anticipated by *Mayeroff*.

Claims 5-8 and 30-35 also stand rejected under *Mayeroff*, and the Applicants respectfully traverse the rejection. Dependent Claims 5-8 and 32-35, which are dependent from independent Claims 1 and 28 respectively, were also rejected under 35 U.S.C. §102 as being unpatentable over *Mayeroff*. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, these rejections are moot in view of the remarks made in connection with independent Claims 1 and 28. These dependent claims include all of the limitations of the base claim and any intervening claims, and recite additional features which further distinguish these claims from the cited references. Therefore, dependent Claims 5-8 and 30-35 are also in condition for allowance.

Claims 10-11 and 16 also stand rejected under *Mayeroff*, and the Applicants respectfully traverse the rejection. These claims are dependent from independent Claim 1, and include all the limitations of Claim 1. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, these rejections are moot in view of the remarks made in connection with independent Claim 1.

The Applicants also respectfully traverse the rejection of Claims 12 and 24. These claims are dependent from independent Claim 1 and 18 respectively, and thus include all the limitations of their respective base claims and any intervening claims. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, these rejections are moot in view of the remarks made in connection with independent Claims 1 and 18.

Claims 23, 25 and 26 also stand rejected under *Mayeroff*, and the Applicants respectfully traverse the rejection. These claims are dependent from independent Claim 1, and include all the limitations of Claim 1. While Applicants do not acquiesce with the particular rejections to these dependent claims, including any assertions concerning inherency, these rejections are moot in view of the remarks made in connection with independent Claim 1.

It should be noted that other differences may, and do exist between *Mayeroff* and the claims subject to the rejection under §102 that are not specifically set forth herein. However, all claim limitations must be found in a single prior art reference to maintain a rejection based on 35 U.S.C. §102, and establishing that even one such limitation is missing from the prior art is sufficient to overcome a §102 rejection. In other words, not every distinction need be addressed to overcome a charge of anticipation. Therefore, the Applicants note that an absence of remarks identifying further possible distinctions is not an admission that there is correspondence between other claim recitations and the cited prior art.

Claim 43 stands rejected under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,599,192 to Baerlocher et al. (hereinafter "*Baerlocher*"). The Applicants respectfully traverse the rejection. *Baerlocher* describes an embodiment where the player is already in a bonus event, and the bonus event enables the player to choose whether or not they want to go to the next level and risk the currently achieved award. Claim 43, on the other hand, involves awarding an increase in the odds of receiving a bonus event. In other words, the player can "win," for example, an increased chance of actually getting to the bonus round. As a more particular example, if the player's chances are typically 1:100 of getting to the bonus round, the player may be awarded with a chance of 1:3 of getting to the bonus round by winning this award during the standard mode of play. The player is then allowed to indicate whether or not he/she wants to trade that award for a payout amount, such as 10 credits. In *Baerlocher*, the player is never awarded with an increased chance of actually getting to a bonus event, and the player's choice in *Baerlocher* is whether to risk the credits already received for some potentially higher credit amount. In Claim 43, the player is awarded with an increased chance of getting a bonus event itself. Because *Baerlocher* does not teach all the limitations of Claim 43, it does not anticipate Claim 43.

Claims 17 and 36 stand rejected under 35 U.S.C. §103(a) as being unpatentable over *Mayeroff*. The Applicants respectfully traverse the rejection. The Applicants submit that *Mayeroff* does not teach or suggest that which is presented at least in independent Claims 1 and 28 from which Claims 17 and 36 are respectively dependent. While Applicants do not acquiesce with any particular rejections to these dependent claims, including any assertions concerning common knowledge, obvious design choice and/or what may be otherwise well-known in the art, *Mayeroff* fails to teach what it is purported to teach as previously remarked in connection with independent Claims 1 and 28. These dependent claims include all of the limitations of the base claim and any intervening claims, and recite additional features which further distinguish these claims from the cited references. Therefore, dependent Claims 17 and 36 are also allowable over the *Mayeroff*.

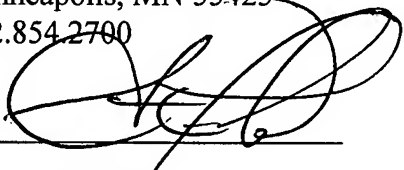
Authorization is given to charge Deposit Account No. 50-3581 (KING.004CIP1) any necessary fees for this filing. If the Examiner believes it necessary or helpful, the undersigned attorney of record invites the Examiner to contact the undersigned attorney to discuss any issues related to this case.

Respectfully submitted,

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